

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

**INTERNATIONAL UNION OF OPERATING ENGINEERS
SUPERVISORS UNIT - LOCAL #68**

AND

THE TOWNSHIP OF GALLOWAY

January 1, 2016 through December 31, 2019

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ARTICLE ONE

PREAMBLE

This Agreement entered into this 14th day of November 2017, by and between the TOWNSHIP OF GALLOWAY, in the County of Atlantic, a municipal corporation of the State of New Jersey, hereinafter called the "Township", or its successors, and the INTERNATIONAL UNION OPERATING ENGINEERS, LOCAL UNION #68, hereinafter called the "Union", represents the complete and final understanding on all bargainable issues between the Township and the Union.

ARTICLE TWO

RECOGNITION

A. The Township recognizes the Union as the sole and exclusive collective bargaining agent and representative for all full-time and regular part-time employees of the Township employed in job classifications as follows:

UNIT: All full-time and regular part-time employees in the following classifications: Construction Official, Project Coordinator, Controller, Tax Assessor, Deputy Director, Community Services Director, Court Administrator, Senior/Social Services Director, Community Education Director, Assistant Director Community Development, Administrative Office Manager, Deputy Tax Collector, Deputy Court Administrator, Deputy Tax Assessor, Chief Sustainability Officer, Deputy Court Administrator (non-certified), Deputy Tax Assessor (non-certified), Supervisor of Records, Public Works Director, Deputy Public Works Director, Asst Dir/Tech Asst to Construction Official, but excluding any employees currently represented by any other Collective Bargaining Agreement, confidential employees and managerial executives within the meaning of the Act.

B. The term "regular part-time" shall be defined as all employees employed on an annual basis for a minimum of twenty-five (25) hours per week. Regular part-time employees shall not include high school or college students working for the Township as part of an educational program for which they receive some type of educational credits.

C. The term "temporary" shall be defined as all employees who are hired for a finite period of time or to perform a specific task with no expectation of further employment beyond that time or task.

D. The term "confidential" shall be defined, as employees whose functional responsibilities or knowledge in connection with the issues involved in the collective negotiations process would make their membership in any negotiating unit incompatible with their official duties.

E. The title "employee" shall be defined to include the plural as well as the singular and to include males and females.

F. The probationary period is six (6) months from date of hire.

ARTICLE THREE

MANAGEMENT RIGHTS

A. Unless stated otherwise the Township hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, of the following rights:

1. The management and control of the Township Government, its properties, facilities, and activities of its employees; the promulgation of rules and regulations; the use of improved methods and equipment; determining the number and kinds of employees needed and the quantity and quality of work required; to hire, promote, transfer, assign, layoff, suspend, demote, discharge, or take any other appropriate disciplinary action against any employee for good and just cause according to law.

2. The Township reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Township.

3. Nothing contained herein shall be construed to deny or restrict the Township in the exercise of its rights, responsibilities and authority under NJSA 40A, or other national, state, county or local law regulations.

ARTICLE FOUR

RULES AND REGULATIONS

A. Proposed new rules or modifications of existing rules covering negotiable working conditions shall be negotiated with the Union before they are established.

B. All present written rules and regulations shall be provided to the Union.

C. All additional written rules and regulations shall be provided to the Union immediately upon promulgation.

D. The Township agrees that no additional duties or responsibilities will be added to any classification covered by this agreement without prior agreement of the union.

ARTICLE FIVE

EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties, and embodies all of the terms and conditions governing the employment of employees in the Unit. Any amendments or supplements agreed to by the parties, during the term of this agreement, will be considered part of this agreement.

The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject, without prejudice, which is (or may be) subject to collective bargaining.

ARTICLE SIX

SEVERABILITY

In the event that any provision of this Agreement between the parties shall be held by operations of law and/or by a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby but shall be continued in full force and effect. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice, by either party to the other, to negotiate concerning the modification or revision of such provision.

ARTICLE SEVEN

NO DISCRIMINATION

The Employer and the Union agree that the provisions of this Agreement shall be applied to employees covered hereby without discrimination based upon sex, age, race, color, creed, handicap, veterans' status, marital status, or national origin.

ARTICLE EIGHT

ACCESS TO PREMISES

The Township agrees to permit representatives of the Union to enter the premises of the Township for individual discussion of working conditions with bargaining unit employees, adjustment of grievances and future contract negotiations.

ARTICLE NINE

DUES DEDUCTIONS AND AGENCY SHOP

A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, NJSA (R.S.) 52:14-15.9e, as amended. Said monies, together with records of any corrections, shall be paid and transmitted to the Financial Secretary of the Union on the first of the month following thirty (30) days of employment.

B. The Township agrees to deduct from the salaries of its employees, covered by this Agreement, who elect not to become members of the Union, a representation fee in lieu of dues for services rendered by the majority representative in an amount equal to 85% of the regular membership dues, fees and assessments paid by members of the

Union. Said monies, together with records of any corrections, shall be paid and transmitted to the Financial Secretary of the Union on the first of the month following thirty (30) days of employment.

C. A check-off shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the Township CFO on the first of the month following thirty (30) days of employment.

D. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing authorized deductions for each employee, or an official notification on the letterhead of the Union and signed by the Business Manager of the Union advising of such changed deduction.

E. The Union will provide the necessary "check-off authorization" form, and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township Payroll Coordinator.

F. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Payroll Coordinator. The filing of notice of withdrawal shall be effective to halt deductions in accordance with NJSA 52:14-15.9e, as amended.

G. The union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Township, or in reliance upon the official notification on the letterhead of the Union and signed by the Business Manager of the Union, advising of such changed deductions.

H. Membership in the Union is separate, apart and distinct from the assumption by one of the equal obligations to the extent that he/she has received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit, and not only for members in the Union.

I. Union Dues: The Township will remit to the Union all deducted dues monies no later than the 15th of the month following the month for which the dues were deducted. If the dues remittances are not sent by the 15th of the month following the month for which the dues were deducted the Union will notify the Township of the delinquency.

ARTICLE TEN

TABLE OF ORGANIZATION

A. The Township agrees to provide the Union with a full and complete Table of organization, and agrees to provide the Union with an updated Table of Organization within ten (10) days of any change specific to representative employees.

B. The Township shall provide the Union with a current list of all bargaining unit members, showing each employee's salary and level. The Township shall provide written notification of all level changes, position transfers, new hires, resignations and dismissals within fifteen (15) days of all such actions. Written notice to the Business Manager of the Union shall constitute such notification and is the preferred method of notice.

ARTICLE ELEVEN

MAINTENANCE OF WORK OPERATIONS

- A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any other person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, work stoppage, slow-down, walk-out or other illegal job action against the Township. The Union agrees that such action would constitute a material breach of this agreement and could result in disciplinary action (including termination) to any/all employees who have engaged in such activity.
- B. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down or other activity aforementioned, or support any such action by any other employee or group of employees by the Township, and that the Union will publicly disavow such action and order all such members who participate in such activities to cease and desist from same immediately and to return to work. Nothing herein shall be construed to restrict the employee's rights under the First Amendment of the United States Constitution.
- C. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damage, or both, in the event of such breach by the Union or its members.
- D. The Township agrees that it will not engage in the lockout of any of its employees.

ARTICLE TWELVE

GRIEVANCE PROCEDURE

- A. All differences, disputes and grievances with respect to the application and interpretation of this Agreement shall be taken up between the Union and the Township as follows:
- B. Any employee, or groups of employees, the Union Steward or Union may present grievances to the Department Head and may be represented by any person of their own choosing, provided, in any case, a Union representative shall be present.
- C. A grievance shall be presented in the manner described hereafter no more than fifteen (15) working days after the occurrence of the cause of such grievance or within fifteen (15) working days after the employee, group of employees, Union Steward or Union became aware, or should have become aware, of the cause of such grievance.

Step No. 1: If the grievance remains unsettled, it may be presented by the Local 68 Business Representative to the Township Manager, or his/her designee, in writing, within fifteen (15) working days of the prior answer. The Township Manager or designee will meet with the Local 68 Business Representative and the grievant promptly after receipt of the grievance, and shall respond in writing to the

Union within fifteen (15) working days from the conclusion of said meeting.

Arbitration: If the grievance is not settled in prior step, either party shall have the right to submit the dispute to mediation pursuant to the rules and regulations of the Public Employment Relations Commission.

Failure in any step to communicate on a grievance within the specified time limitation shall permit the carrying of that grievance to the next step of the procedure. Failure to institute a grievance or to appeal from a response or to carry an appeal from a response or to carry an appeal from a non-response within the specified time limitation shall be deemed to constitute an abandonment of said grievance and a waiver of any right to carry the grievance further through the grievance procedure.

Each party to the proceeding shall bear the expense of the preparation and presentation of its own case. The costs of the arbitrator shall be born equally by the parties. The award of an arbitrator upon any grievance subject to arbitration shall be final and binding upon all parties to this Agreement, provided that no arbitrator shall have the authority or jurisdiction to add to, subtract from, or modify this Agreement in anyway.

The extension of the time limits in any of the steps of the grievance procedure shall be permitted only with the written consent of both the Union and the Township.

ARTICLE THIRTEEN

DISCIPLINE

A. The parties recognize the concept of progressive discipline. Discipline may include any or all of the following:

- | | |
|----------------------------|-----------------------|
| 1. Verbal reprimand. | 2. Written reprimand. |
| 3. Suspension without pay. | 4. Termination. |

B. The Township may utilize any or all of the above types of discipline depending upon the severity and/or the repetitive nature of the conduct to be disciplined.

C. Employees shall receive an employee interview with his/her Division Manager/ Department Head whenever disciplined. The type and results of the interview, along with any employee response, shall be recorded and placed in the employee's personnel file. An employee shall be entitled to Union representation at the interview. However, the scheduled interview shall not be delayed except by mutual consent.

D. The employee and Union Office shall receive written notice of any written disciplinary action in the form of a disciplinary notice. A disciplinary notice shall detail the infraction, the rules/regulations alleged to have been violated and the intended discipline to be imposed. The notice may be made by fax, email or regular mail.

ARTICLE FOURTEEN

HOURS OF WORK AND OVERTIME

- A. All full-time bargaining unit employees shall continue to work the same number of normal work day hours per week as they presently work.
- B. The workweek shall consist of seven (7) consecutive days beginning at 12:01 am Sunday and ending at 12:00 midnight Saturday. The workday shall be the period of twenty-four (24) hours starting and ending at midnight.
- C. Non-shift 35 hour work week employees shall work five (5) consecutive days, Monday through Friday, starting at 8:30 am and ending at 4:30 pm. All employees shall be scheduled to work seven (7) hours during a workday, and thirty-five (35) hours per work week.
- D. Non-shift 40 hour work week employees shall work five (5) consecutive days, Monday through Friday, starting at 7:00 am and ending at 3:30 pm. All employees shall be scheduled to work eight (8) hours during a workday and forty (40) hours per work week.
- E. Upon notice, starting and stopping times, lunch breaks and days of work may be modified by mutual agreement between the union and the Township.
- F. The Township has installed time clocks, and employees shall "punch in" and "punch out" at their respective starting and stopping times, or as directed by the Township Manager.
- G. All time work performed outside of the normal seven (7) or eight (8) hours which ever may be applicable, per day, shall be considered overtime and shall be paid for at the rate of time and one-half the regular hourly rate of pay, unless sick time is used on the day of the scheduled overtime. For any sick time used prior or subsequent to scheduled overtime, employee will be required to provide a doctor's note. Otherwise, the scheduled overtime will be paid at straight time up to the amount of sick time used. Double time shall be paid for all hours worked on the seventh consecutive day of work. Time worked shall be considered as any time off duty with pay. Overtime shall be compensated in one-quarter (1/4) hour units, fractional portions being counted as a full quarter (1/4) hour. Overtime shall be held to within classification where possible.
- H. An employee may request compensatory time off in lieu of pay. The rate of compensatory time will be banked at the same rate as paid time. An employee shall be able to accumulate a "bank" of a maximum of 80 hours compensatory time for employees working 7 hours per day and 90 hours for employees working 8 hours per day, to be taken as scheduled and mutually agreed to by the employee and his/her immediate supervisor.
- I. There shall be no pyramiding of overtime payments.
- J. Overtime opportunities shall be distributed as equitably as possible and all overtime refusals shall be credited as time worked for purposes of overtime eligibility. All individual departments shall maintain and post an overtime list.
- K. If any employee is recalled to duty, either before the beginning or after the completion of his/her normal shift,

he/she shall receive a minimum guarantee of three (3) hours compensation at the overtime rate, except for the court employees. The minimum pay provision does not apply to prearranged scheduled overtime. The minimum guarantee shall apply provided said recall is not contiguous with the employee's normal workday. The Township shall have the right to retain the employee on duty for the minimum time period. The Court Administrator shall receive one-half hour of flex time for each call outside of normal working hours. The Deputy Court Administrator shall receive the minimum of three (3) hours compensation at the overtime rate for the first time he/she is called out on a given day.

L. All overtime must be approved in advance by the Division Manager/Department Head and the Township Manager (excluding emergency situations).

M. The Township shall by April first (1st) of each year provide to each bargaining unit member a statement listing their unused paid leave as of December 31st of the preceding year.

N. Beginning on January 1, 2018, all Department Heads covered by this Collective Bargaining Agreement (Court Administrator, Construction Official, Community Services Director, Public Works Director) will not be entitled to earn overtime. Any hours worked beyond their normally scheduled hours will be accrued at hour for hour and will be called Flex Time. Flex hours can be used as time off, but have no value at severance of service. Flex time off should be scheduled 48 hours in advance, except in cases of emergency.

O. Each Supervisor will be compensated \$100 for every year of the contract, effective January 1, 2017, for on-call/stand by services. This will be paid in December of each year.

ARTICLE FIFTEEN

TEMPORARY ASSIGNMENTS

A. Any bargaining unit employee temporarily assigned to a classification having a higher wage scale for a period in excess of thirty (30) days, shall receive the pay rate of that higher classification starting on the thirty-first (31st) work day, retroactive to the first day worked in that higher classification. Paid time off shall not be considered a work day for the purpose of this section.

B. Any bargaining unit employee temporarily assigned to a classification not covered by this agreement having a higher wage scale for a period in excess of thirty (30) days, shall receive the pay rate of the higher classification starting on the thirty-first (31st) work day. The rate of pay shall be the entry-level rate for the higher classification retroactive to the first day (except for Titles whose job descriptions require them to perform the duties of the higher classification). Paid time off shall not be considered a work day for the purpose of this section.

C. When an employee is to be compensated to section A and B above, he/she shall be placed on the Salary level in the appropriate job category which provides a salary closest to the employee's present salary, but no less than the employee's present salary.

ARTICLE SIXTEEN

HOLIDAYS

A. All full-time probationary and permanent employees shall receive the following holidays:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
4th of July

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

B. If a holiday falls on a Sunday, it shall be observed on the following Monday. In the event that a holiday falls on a Saturday, it shall be observed on a Friday.

C. When an employee is called upon in an emergency to work on such designated holiday during normal work hours, they shall be paid two times their regular rate of pay for all hours worked on such holiday.

D. If a permanent full-time employee is scheduled to work on any of the scheduled holidays set forth in the Agreement, he/she shall be compensated at straight time for the holiday. In addition, for all hours worked on any holiday, up to a full shift, the employee will be paid at time and one-half (i.e. for a holiday worked – the employee will earn a total of double time and one-half his/her regular rate up to a full shift)

E. In the event a legal or official holiday occurs while an employee is on sick leave, he/she shall not have such holiday charged against his/her sick leave. A call out the day before or the day after a holiday will have to have a doctor's note for payment of holiday.

F. In the event a legal or official holiday occurs during an employee's vacation leave, he/she shall not have such a holiday counted as a day of his/her vacation.

ARTICLE SEVENTEEN

JOB POSTING

A. If the Township determines the need to fill a vacancy in classifications covered by this agreement, written notice of the opening, indicating the position, pay rate and necessary qualifications shall be posted on the Union Bulletin Board for a period of seven (7) working days. Any employee covered by this agreement may signify to the township in writing during that period an interest in being considered for the opening. The Township shall make its selection from the employee's who applied on the basis of its judgement of the qualifications, skill and

ability and personnel record of those applying, given preference to the senior applicant. If no employee covered by this agreement has applied or the township determines that no applicant had appropriate qualifications, the vacancy may be filled by other means.

B. Any employee promoted so as to assume additional responsibilities or duties in a classification having a higher salary range, shall be increased to the minimum of the new salary range or by five (5%) percent of their present salary range, whichever is higher.

ARTICLE EIGHTEEN

PERSONAL DAYS

A. Full-time permanent employees shall be entitled to three (3) days a year of leave for administrative/personal time. Administrative/personal time must be taken within the year accrued or forfeited.

B. Probationary employees shall accrue one (1) personal day for every four (4) complete months of service and shall continue to accrue personal days on the same basis after they are made permanent until the end of the calendar year in which they became a permanent employee. Thereafter, they shall accrue personal days pursuant to section A. above. Probationary employees shall be entitled to use accrued personal days during their probationary period.

C. Regular part-time employees shall not be entitled to personal days.

D. Employees who wish to take a personal day must submit the Galloway Township Employee Request for Time Off form to their immediate supervisor. Requests for Personal days must be submitted forty-eight (48) hours in advance except where emergency circumstances prevent the employee from doing so.

E. Personal days may be taken any time during the year.

F. Personal days will not be deducted from vacation, holiday or sick leave.

G. An employee who terminates his employment with the Township, or whose employment is terminated with the Township, shall be entitled to personal days on a pro-rated basis. In the year of an employee's separation, the amount of personal hours taken in excess of hours accrued will be deducted from employee's final paycheck.

ARTICLE NINETEEN

VACATION

A. An employee during his/her probationary period shall not be entitled to take any vacation time.

B. An employee shall be entitled to accrue one (1) working day vacation for each month up to ten (10) days for service up to and including December of the year in which the employee completed his/her probationary period.

While an employee is within his/her probationary period, vacation time will accrue, but may not be taken. If an employee leaves either during or upon the expiration of his/her probationary period, he/she shall not be entitled to any time off or compensation for vacation time accrued during the employee's probationary period.

C. An employee shall be entitled to paid vacation according to the following schedule:

YEARS OF SERVICE	NUMBER OF VACATION DAYS
UP TO 1 YEAR	10 WORKING DAYS
2 ND THROUGH 5 TH YEAR	12 WORKING DAYS PER YEAR
6 TH THROUGH 10 TH YEAR	14 WORKING DAYS PER YEAR
11 TH THROUGH 19 TH YEAR	20 WORKING DAYS PER YEAR
20 YEARS THROUGH 24 YEARS	23 WORKING DAYS PER YEAR
25 YEARS AND UP	25 WORKING DAYS PER YEAR

D. As per Ordinance 1068 of 1991, vacation time accumulated through 12/31/91 shall continue to be credited to employees. Vacation time earned on or after 1/1/92 may be carried over for one year. Those vacation days, if unused will be lost unless extended by the Township Manager with Department Head recommendation. Vacation days remaining upon retirement will be paid to the employee at the rate of pay at the time of retirement. The method of payment shall be determined on a case by case basis by the Township Manager. Payment may be made in one lump sum if feasible and requested by the employee one (1) year before retirement. The maximum payment schedule shall be six (6) equal monthly installments paid to the employee.

E. A vacation period shall consist of no less than three (3) consecutive work days. Vacation period of less than three (3) days may be taken upon approval and within the sole discretion of the Department Head.

F. Requests for vacation leave shall be submitted by the employee in writing to the Department Head or Township Manager at least three (3) weeks prior to the requested vacation, except in cases of emergency. Request for individual vacation days may be made providing employee gives seventy-two (72) hours notice prior to the requested vacation day. Approval or denial of said request must be done within seventy-two (72) hours of receipt of application.

G. Vacation leaves shall be scheduled to eliminate, as far as practicable, the necessity of engaging temporary personnel to perform the duties of the vacationing employee.

H. No changes in vacation leave schedules shall be permitted without the consent of the Department Head.

I. All vacations shall be subject to adjustment by the Township on the basis of emergency only.

J. Vacation requests submitted to the Department Head in writing prior to March 15 of each year shall be granted on the basis of seniority, except where the senior person or persons submitting the vacation request have certain expertise within the department precluding vacation being granted at the time requested. Vacation requests submitted after March 15 of any calendar year shall be granted on a first-come, first-served basis.

K. Regular part-time employees (those employees who work 25 hours or more) shall be entitled to accrue vacation time based upon their number of hours worked as proportionate to the maximum number of hours

worked by any full-time employee working in their department.

L. An employee who terminates his/her employment with the Township, or whose employment is terminated by the Township, shall be entitled to vacation time and/or vacation pay on a pro-rated basis.

M. Any month in which an employee is absent for more than fifty percent (50%) of his/her scheduled work days, due to disciplinary suspension or absence without pay, said employee shall not accrue any vacation time for that month.

N. Department Heads shall be permitted to sell back up to ten (10) unused vacation days each year with the approval of the Township Manager. All non-Department Head employees may sell back up to five (5) unused vacation days each year with the approval of their Department Head. Employees must request the buy back by November 1st each year and will be paid in the first paycheck in December, unless the budget does not permit. In this case payment will be made by January 15th. Vacation buy back will be paid at the employee's rate of pay of the year earned.

ARTICLE TWENTY

LAYOFFS

A. If a layoff occurs, employees being laid off shall have the right to bump other employees within the same classification within the same department in order of seniority.

B. The last employee bumped within the department shall have the right to bump a less senior employee within the same classification within the Township, if the employee wishing to bump is qualified to do the work of the employee bumped.

C. Employment within the same classification shall not automatically make an employee qualified to do the work of any other employee within the same classification.

D. An employee being laid off shall have the right to bump another employee in a lower job classification provided the employee has the necessary skill, ability and licenses/certifications required to perform the required work.

E. The Township agrees to meet and confer with the Union at least thirty (30) days prior to any layoffs to discuss the affects of the layoffs. Any dispute over bumping rights shall be raised by the Union ten (10) days prior to layoff.

F. An employee of the Township who, is laid off shall receive payment for unused sick leave at the rate of fifty percent (50%) reimbursement for said days not to exceed \$10,000.00 the rate of pay for this reimbursement shall be computed at the employee's daily rate of pay as of the date of separation of service.

ARTICLE TWENTY-ONE

PERSONNEL FILES

- A. The Township shall establish personnel files or confidential records, which shall be maintained under the direction of the Township.
- B. Employees covered under this Agreement may, by reasonable request during normal business hours, review in the presence of an individual designated by the Township or his/her designee any written evaluation reports or written complaints which may be contained in his/her personnel file.
- C. Whenever a written complaint or disciplinary report or action concerning an employee is placed in his/her personnel file, a copy shall be furnished to him/her and he/she shall be given the opportunity to rebut same in writing if he/she so desires.

ARTICLE TWENTY-TWO

MEAL AND TRAVEL ALLOWANCES

- A. If any employee is required to work more than three (3) hours beyond their regular scheduled eight (8) or seven (7) hour shift, they shall be provided a dinner allowance of \$10.00. Dinner time is defined as 4:00 pm to 12:00 pm. Employees called in on an emergency prior to 6:00 am shall be provided a breakfast allowance of \$8.00.
- B. All employees at the end of their shift who are required to stay overtime are permitted to take a fifteen (15) minute break.
- C. Employees receiving prior approval to attend conventions, conferences, seminars, training sessions or other meetings, either required by the Township or in the performance of their official duties for the Township, shall receive per diem travel expenses, hotel lodgings, meal allowance and incidental expenses related thereto as approved in advance in writing by the Township Manager.
- D. Whenever an employee is required by the Township to use his/her personal vehicle for Township business, he/she shall be reimbursed at the rate of the United States Government Internal Revenue Service equivalent allowance per mile for work-related automobile use. This rate shall be fixed annually on January 2 of each year. The Township shall make every effort to provide a Township vehicle for Township business use.
- E. The Public Works Director and Deputy Director will continue to be provided with a Township vehicle.

ARTICLE TWENTY-THREE

SHOP STEWARD / PRESENCE OF INDIVIDUALS

A. Shop Steward:

1. The International Union of Operating Engineers Union Local #68 shall have the members elect an employee as the Shop Steward for the duration of this agreement and in his/her absence, another Local Union #68 Township of Galloway employee as the alternate Shop Steward, and they shall be granted all the rights and privileges of that position.

B. Presence of Individuals:

1. The Shop Steward or his/her alternate who presence is required in a grievance procedure, shall be released from work without loss of pay for such purpose. Any individuals employed by the Township reasonably required as a witness in arbitration proceedings under this Agreement shall be made available during working hours without loss of any pay. The Township will allow a maximum of two employees to serve on future negotiations with the Township of Galloway without loss of pay or seniority. If meetings go beyond normal hours, negotiation participants will receive flex time at the discretion of the Township Manager.
2. Any time off by employees of the Township to attend to union business that does not affect the working environment of the members employed by the Township of Galloway will be without pay and without loss of seniority and will be based on staffing needs of the Township. Union Employees and Union Representation will utilize their own time for Union meetings, seminars, conventions, etc.

ARTICLE TWENTY-FOUR

EMPLOYEE QUALIFICATIONS

- A. If an employee loses his/her driver's license or for any reason is no longer qualified for his/her present position with the Township, the Township shall attempt to place the employee in another position, if a vacancy exists and the employee is qualified to perform the job duties of this position.
- B. Employees shall recognize their employment with the Township as their primary employment and shall not let any outside employment interfere with their primary employment with the Township.
- C. The employee shall inform his/her Department Head of any outside employment, including the name and address of the employer.

ARTICLE TWENTY-FIVE

EMPLOYEE EVALUATIONS

- A. All full-time permanent employees shall be evaluated by the Department Head.
- B. After the evaluation is made by the Department Head, it shall be reviewed privately with the employee and forwarded to the Township Manager. The employee will receive a copy of his/her evaluation form and shall have the opportunity to review it with the Manager after their review with the Department Head. These evaluation forms will become a permanent part of the employee's personnel record.
- C. After the employee has reviewed his/her evaluation form and has had the opportunity to review it with the Manager, after their review with the Department Head, the employee shall have the right to respond, in writing to the employment evaluation if he/she so desires. The response shall be attached to the evaluation.
- D. The Township Manager's decision on the appropriateness of an evaluation shall be conclusive and the appropriateness of the evaluation shall not be subject to the grievance procedure.

ARTICLE TWENTY-SIX

TERMINAL LEAVE

- A. An employee who retires shall be entitled to receive payment for unused sick leave accrued before December 31, 1991 at a rate of one hundred (100%) percent. The rate of pay for this reimbursement shall be computed at the employee's daily rate of pay as of the date of retirement. This payment is to be made in the month of January following retirement.
- B. An employee shall be entitled to payment for all unused sick leave accumulated after 12/31/1991 upon retirement at a rate of fifty (50%) percent reimbursement for said days not to exceed \$10,000.00. The rate of pay for this reimbursement shall be computed at the employee's daily rate of pay as of the date of retirement. Payment will be made in the month of January following retirement.
- C. An employee who resigns in good standing or who retires pursuant to the Public Employee Retirement System with a minimum of ten (10) years continuous years of service as a permanent full-time employee of the Township shall receive payment for unused sick leave at the rate of fifty (50%) percent, reimbursement for said days not to exceed \$10,000.00. The rate of pay for this reimbursement shall be computed at the employee's daily rate of pay as of the date of resignation or deferred retirement. This payment is to be made in the next payroll period following resignation or deferred retirement.
- D. In the event an employee dies while employed by the Township, the Township will pay to the employee's estate, payment for unused sick leave at the rate of fifty (50%) percent reimbursement for said days not to exceed \$10,000.00. The rate of pay for this reimbursement shall be computed at the employee's daily rate of pay as of the date of death, regardless of the number of years of service.

E. In the event an employee dies in the line of duty before retirement, the Township will pay to the employee's estate an amount equal to one-half (1/2) of accumulated sick time. "Line of duty" is defined as normal working hours including overtime.

ARTICLE TWENTY-SEVEN

MILITARY LEAVE

A. Military leave will be granted in accordance with applicable Federal and New Jersey State Statutes.

ARTICLE TWENTY-EIGHT

LEAVES OF ABSENCE WITHOUT PAY

A. A permanent full-time employee may be granted leave without pay for a period not exceeding three (3) months during a calendar year for specific personal reasons, or other reasons deemed in the best interests of the Township when recommended by the Department Head and approved by the Township Manager.

B. Applications for leave without pay must be submitted twenty (20) days in advance, in writing to the employee's Department Head, stating the employee's reason for requesting such leave and containing a statement that he/she intends to return to the Township's service after the expiration of such leave.

C. Employees may not be gainfully employed during the period of such leave.

D. Falsification of the reason for leave, or failure to return at the expiration of the leave, may/will be considered reason for discharge.

E. Maternity Leave:

1. See Family and Medical Leave Act below.

2. Upon written request and certification from the employee's physician that additional time is needed, the Township, in its sole discretion, may extend maternity leave beyond three (3) months.

F. During the period of a leave of absence without pay, an employee shall not continue to accrue seniority, but shall not lose any seniority already accrued.

G. Family and Medical Leave Act:

1. Eligible employees wishing to take Family or Medical Leave may do so under the provisions of the New Jersey and Federal Family and Medical Leave Acts.

ARTICLE TWENTY-NINE

JURY DUTY

A. Any permanent full-time employee who loses time from his/her job because of jury duty as certified by the Clerk of the Court shall receive full pay from the Township and shall sign over to the Chief Financial Officer of Galloway Township all monies received for services, excluding mileage reimbursement, on such jury to the following requirements:

1. The employee must notify his/her supervisor immediately upon receipt of a summons for jury duty.
2. An employee who voluntarily seeks jury duty in any manner whatsoever shall not be eligible for payments from the Township.
3. When jury duty is completed prior to 12 pm, the employee is required to report to work. If employee does not report to work pay for that day will be forfeited.
4. No employee is attending jury duty during vacation and/or other time off from Township employment.
5. The employee must show adequate proof of all time served on the jury and the amount received for such service.

ARTICLE THIRTY

CLOTHING ALLOWANCE

- A. A clothing allowance of \$425 will be provided annually to employees for whom the Township deems it necessary for a uniform to be worn. All purchases must be made from the vendor approved by the Township, and all clothing items must have an identifiable Galloway Township name or logo present.
- B. The Township agrees to provide all Assessors and Code Enforcement personnel with necessary safety related items.

ARTICLE THIRTY-ONE

CONTINUING EDUCATION

- A. When the Township requests or requires an employee to take a course and designates the course to be taken, the Township shall pay for any tuition fees, book costs or other direct out-of-pocket expenses incurred in the completion of said course, upon submission of written verification of expenses and satisfactory completion of the course.
- B. The Township shall pay all costs associated with obtaining and maintaining required certifications and licenses if approved by the Department Head and Township Manager.
- C. Employees shall be released from work time without loss of pay to attend any courses required by the Township or legally required for license renewal if approved by their Department Head and Township Manager. If an employee must take a course after work hours, the employee will not receive pay or comp time.
- D. Course and certification premium:
1. Employees required by job description to hold a certification(s) will not be entitled to additional compensation.
 2. If an employee leaves employment and is hired at another job that utilizes their certification(s) within five (5) years of the certification being paid by the Township the employee agrees to pay back the cost of the course prorating over a five (5) year period as follows: one (1) year = 100%, two (2) years = 80%, three (3) years = 60%, four (4) years = 40% five years = 20%. The employee will have three (3) months to pay back the course monies.

ARTICLE THIRTY-TWO

SICK LEAVE

- A. Sick leave is hereby defined to mean absence from post of duty by an employee by reason of personal illness accident or exposure to contagious disease. Sick leave may also be used for short periods because of the attendance of the employee upon his/her spouse, child or other member of his/her immediate family.
- B. All full-time employees covered by this Agreement shall be granted sick leave with pay. Sick leave is earned at a rate of one (1) day per month of service the first calendar year of employment.
- C. Sick leave is earned at a rate of one and a quarter (1.25) days for every month of employment for every year thereafter for a yearly total of fifteen (15).
- D. Sick leave not used during any calendar year shall be entitled to an employee's credit from one year to the next. An employee shall be entitled to utilize any or all accumulated leave if and when needed.

E. Regular part-time employees those working twenty-five (25) hours or more shall accrue and be entitled to sick days based upon their number of hours worked as proportionate to the number of hours worked by full-time employees.

F. As per Ordinance 1068 of 1991, an employee is entitled to payment for all sick leave accumulated prior to 12/31/1991 at a rate of 100% upon retirement. An employee shall be entitled to payment for all unused sick time accumulated after 12/31/1991 upon retirement at a rate of fifty (50%) percent up to \$10,000.00. Payment will be made in the month of January following retirement. Township employees after 5/1/1991 and thereafter employed with the Township for ten (10) or more years who resign or take a Deferred Retirement according to the provisions set forth in Ordinance 1068 of 1991, shall be entitled to fifty (50%) percent of all accumulated sick leave not to exceed \$10,000.00. Employees terminated for just cause before retirement shall forfeit all accumulated sick leave.

G. An employee shall report his/her absence at least one (1) hour prior to the start of his/her shift where possible, except where emergency circumstances prevent the employee from doing so. In those circumstances, the employee shall report his/her absence as promptly as possible. Failure to so notify may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

H. An employee's supervisor may require the employee to submit acceptable medical evidence of proof of illness whenever such a requirement appears reasonable to the supervisor. If the Township requires a physical examination, it shall be performed by a physician selected by the Township and at Township expense.

I. Any employee who shall be absent from work for three (3) or more consecutive working days for sick leave or leave in attendance of a member of the employee's family as determined in Section A of this Article or for more than seven (7) working days of at least two (2) occurrences in any calendar year, shall be required to submit acceptable medical evidence substantiating the illness and where necessary, substantiating the necessity of the employee attending to a family member determined in Section A of this Article. Any day for which acceptable medical evidence substantiating the illness has been submitted shall not be counted towards the seven (7) days enumerated above.

J. Abuse of sick leave shall be cause for disciplinary action, and may constitute justifiable cause for disciplinary action and possible dismissal.

K. In case of sick leave due to a contagious disease, a certificate is required from a valid health agency.

L. Lack of notification within five (5) working days will be considered as termination of employment.

M. A physician's certificate will be required for absences of three (3) days or more.

N. Employees will receive \$250.00 for perfect attendance annually.

ARTICLE THIRTY-THREE

INJURY LEAVE

A. When an employee is injured on duty during the regularly scheduled working hours, he/she will be entitled to Workers Compensation benefits as set forth by New Jersey Statue (N.J.S.A. 34.15).

ARTICLE THIRTY-FOUR

FUNERAL LEAVE

A. In case of death in the immediate family of an employee, the employee will be given up to five (5) working days leave of absence with pay. Immediate family shall include spouse, civil union/domestic partner, children, legal step children, mother or father, father-in-law, mother-in-law, grandparent, sister or brother, grandchildren, daughter-in-law, son-in-law, step mother and step father.

B. In case of a death in the family of an employee, the employee will be given up to three (3) working days' leave of absence with pay. Family shall include employee's aunt and uncle, and brother-in-law and sister-in-law.

C. Funeral Leave at the discretion of the employee may be spread out, but allotted days must be taken within thirty days (30) of the death or time will be forfeited.

ARTICLE THIRTY-FIVE

HEALTH BENEFITS

A. The Township shall participate in the New Jersey State Health Plan and provide prescription benefits through the same.

B. The Township will provide dental coverage at existing levels.

C. The Township reserves the right to make changes to these insurance coverages and/or carriers in accordance with applicable statutes and regulations. Unless otherwise required by law, benefits shall be substantially equivalent to those provided above. The Township agrees that the Union shall receive prior notice of any such change.

D. All full-time permanent and regular part-time employees working thirty (30) or more hours per week will be eligible to receive full health benefits.

E. If an employee opts not to have health and dental insurance coverage, they may receive a yearly one lump sum of three thousand dollars (\$3,000) paid the first pay period in November (subject to statutory restrictions regarding duplicate coverage). If an employee opts out of health insurance, but maintains dental coverage, they will receive twenty-seven hundred dollars (\$2,700). Should an employee leave employment prior to year's end,

they will be pro-rated for time employed.

F. Employees who opt to receive health care coverage from the Township agree to pay the required amount per New Jersey State Statute (i.e. Chapter 78). Said contribution shall remain in effect until otherwise negotiated (as required by law), unless such change is otherwise required as a result of a change in the Statute.

ARTICLE THIRTY-SIX

BULLETIN BOARDS

A. The Township agrees to furnish bulletin board space to be used exclusively by the Union. That space is to be no more than an area of four (4) feet by three (3) feet located in all Municipal Buildings where International Union of Operating Engineers Supervisors Unit – Local #68 members work.

B. Only material authorized by the signature of the Union Business Manager, President, Steward or alternate shall be permitted to be posted on said bulletin board.

C. The Township may remove from the bulletin board any material, which does not conform with the intent of the above provisions of this article.

D. When a position/vacancy is to be filled by the Township for any position covered by this Agreement, the Township shall give written notice posted on the Union bulletin board, at least seven (7) working days prior to the date of application being closed. The notice shall contain the following format:

- | | |
|-------------------------------|---------------------------------|
| 1. Date of Posting. | 2. Date of Application Closure. |
| 3. Position Title. | 4. Description of Position. |
| 5. Requirements for Position. | 6. Application Instructions. |

ARTICLE THIRTY-SEVEN

PAY DAY

A. The normal payday for employees shall be as present practice (Fridays). Pay will be distributed at established locations for the various departments.

ARTICLE THIRTY-EIGHT

WAGES

A. The Township agrees to make effective the following wage increases for all classifications covered by this agreement:

Effective 1/1/16	2% or \$1,000, whichever is greater (paid retroactively)
Effective 1/1/17	2% or \$1,000, whichever is greater
Effective 1/1/18	2% or \$1,000, whichever is greater
Effective 1/1/19	2% or \$1,000, whichever is greater

B. The Township agrees that the starting salary of any new employee will not be more than the lowest paid current employee in the same Title.

C. Effective January 1, 2018 each Department Head covered by this agreement will receive a one-time \$500.00 addition to their base pay.


ARTICLE THIRTY-NINE

TERM OF AGREEMENT

This Agreement shall become effective January 1, 2016 and shall remain in effect through December 31st, 2019 and from year to year thereafter, unless at least sixty (60) days prior to any current expiration date, either of the parties hereto notifies the other party at interest, in writing, of its desires to amend or terminate the Agreement.

IN WITNESS WHEREOF, the Township of Galloway and Union Local #68 of the International Union of Operating Engineers AFL, CIO, have caused this Agreement to be signed by the duly authorized representative as of this 14th day of November, 2017.

TOWNSHIP OF GALLOWAY



Don Purdy, Mayor

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL #68**



Thomas P. Giblin, Business Manager



Edward P. Boylan, President



Raymond Simione, Recording Secretary



Patrick T. Gilrane, Business Representative